

3. I have owned the building located at 605 Nooksack Avenue since February 1999. As long as I have owned the building it has been leased to the Postal Service. The Postal Service was the building's tenant at the time I purchased it. When I first assumed ownership the Postal Service was leasing from me on a month to month basis. Later,

effective June 1, 2006 a five year lease was entered into between myself, the other owners of the building and the Postal Service. The lease expired on May 31, 2011. A copy of the June 1, 2006 lease is attached as Exhibit "J". My understanding is that when the June 1, 2006 lease expired if a new lease was not entered into the June 1, 2006 lease would be renewed from year to year unless I gave written notice to the Postal Service terminating the lease;

4. In early April, 2011 I received a letter in which the Postal Service indicated it would not renew the lease. The letter is dated April 1, 2011. A copy of the letter is attached and has previously been identified as Exhibit "C";

5. The April 1, 2011 letter came as a surprise. This is because I was planning on leasing the building to the Postal Service in the future. I have no desire to terminate the arrangement I had with the Postal Service and, as I have previously indicated I am willing to continue to lease the building located at 605 Nooksack Avenue to the Postal Service. At present the building is vacant and I have made no arrangements to lease the building to anybody else.

Anne Blair

ANNE BLAIR

SUBSCRIBED and SWORN to before me this 1st day of June, 2011.



Virginia F. Raddler
NOTARY PUBLIC in and for the State of
Washington: Residing at Nooksack
My Commission Expires: 11-29-14



Lease

Facility Name/Location

EVERSON - NOOKSACK BR (542786-002)
605 NOOKSACK AVENUE, NOOKSACK, WA 98276-9998

County:WHATCOM
Project:E59517

This Lease made and entered into by and between JONATHAN & ANNE BLAIR hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a one story brick block building, brick/block building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Net Interior Floor Space	624
Exterior, Platform and Ramp	96
Exterior Parking, USPS	2,880

Total Site Area: 3,600

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective June 01, 2006 with an expiration date of May 31, 2011, for a total of 5 Years.

3. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$7,200.00

*** Seven Thousand Two Hundred and 00/100 Dollars***

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be payable to:

JONATHAN & ANNE BLAIR

~~BEN ELODIA RAMIREZ~~

~~KKD DEKRIE & NR DEKRIE~~

8367 NOOKSACK RD
EVERSON, WA 98247-9280

unless the Contracting Officer is notified, in writing by Landlord, of any change in payee or address at least sixty (60) days before the effective date of the change.

Lease

5. **TERMINATION:** This Lease shall renew itself from year to year unless the Lessor gives written notice of termination 30 days before the end of any annual term, any such notice by Lessor to be directed to the Contracting Officer. The Postal Service may terminate this Lease at anytime by giving 30 days written notice to the Lessor.
6. **UTILITIES, SERVICES, AND EQUIPMENT:** Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.)
7. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:
Maintenance Rider - Lessor (M-1), UST Maintenance Rider (U-1).
8. The undersigned has completed the 'Representations and Certifications.' (See Section B).
9. **LEGAL DESCRIPTION:**
Lot 7, City Block 15, Nooksack, WA



→ Landlord's Notice of Termination

CERTIFIED MAIL # 70060100000125407069

Return Receipt Requested

Date 04/01/2011

JONATHAN & ANNE BLAIR

& BEN & ELODIA RAMIREZ & KD DEKRIEK & NR DEKRIEK 8367 NOOKSACK RD.
EVERSON, WA 98247-9280

SUBJECT: Notice of Termination

Facility Name/Location: EVERSON - NOOKSACK BR (542786-002)

605 NOOKSACK AVE, NOOKSACK, WA 98247-9317

Dear JONATHAN & ANNE BLAIR

In accordance with the terms of the Lease under which the Postal Service leases from you the above postal quarters, please be advised:

that the Lease will terminate upon its expiration date, 05/31/2011.

The Postmaster will arrange to have the meters read and the utilities disconnected. All postal equipment will be removed by the above date, and the keys will be mailed or delivered to you. If you prefer to make specific arrangements for the keys, please contact the Postmaster.

The Postal Service wishes to express its appreciation for your cooperation in providing the leased premises for its use. If you have any questions concerning this termination notice, please contact this office.

Sincerely,

Candace S Kinne

Contracting Officer

Western FSO

160 INVERNESS DRIVE WEST SUITE 400

ENGLEWOOD, CO 80112-5005

Phone: (303) 220 - 6556

cc: District

Postmaster

Nearest Inspection Service office (if applicable—keys, Stretch observation units, etc.)

Fed Ex Coord.

RES

Termination

EXHIBIT
"C"

Same Day Notice went
up in Post office about
A USPS Town meeting

?